



# AOPA Summit Magic of Baja Fly-In

October 14, 2012 through October 20, 2012  
Departing from Palm Springs, California

## TRIP TERMS & CONDITIONS

Caribbean Sky Tours' (CST) Post AOPA Summit Baja & Beyond Tour departs from Palm Springs, CA the day after AOPA Summit on Sunday October 14, 2012 and returns to San Diego, CA on Saturday, October 20, 2012.

### 1. ITINERARY

There will be a pre-flight briefing at 07:00 a.m. on Sunday, October 14<sup>th</sup> (pre-flight briefing location to be confirmed).

#### Day 1 Sunday, October 14

Leave from Palm Springs Airport (KPSP) to San Felipe International Airport. Clear customs and immigration, process entry permits and refuel. Lunch will be served before continuing on to Loreto. Upon arriving in Loreto, we will transfer to the elegant Hotel La Mision Loreto, check in and freshen up before meeting for dinner in the hotel.

**Meals Included:** *Lunch and Dinner*

#### Day 2 Monday, October 15

After breakfast, meet in the lobby to embark on a half day tour to Isla Coronado, one of 5 islands inside the National Marine Park, where you can enjoy the wildlife and spend some time on a beautiful beach. A light lunch will be provided on the tour. Upon returning to the hotel you may want to take the opportunity to stroll around downtown Loreto, visit the Mission of Our Lady of Loreto, the Mission's Museum or just take a break at the hotel's pool or Spa. Take the opportunity to try one of the local restaurants for dinner. In the evening we will reconvene at the hotel for the pre-flight briefing of our next flight.

**Meals Included:** *Breakfast and Box Lunch*

#### Day 3 Tuesday, October 16

After breakfast we will transfer to the Loreto International Airport and enjoy another wonderful flight along the Baja coastline to Cabo San Lucas. Upon arriving in CSL, we will transfer to the Magical Village of Todos Santos located 45 miles north of CSL on the Pacific Coast. We will check into Hotel California. Urban legend has it that this was the place that inspired the Eagles 1977 hit song by the same name.

**Meals Included:** *Breakfast and Dinner*

#### Day 4 Wednesday, October 17

Enjoy the quiet village, its restaurants and cafés, art galleries and local crafts. A guided walking tour will be offered in the morning. Spend the rest of the day at one of the nearby pristine long stretches of beach or exploring the town. We will meet at the hotel for dinner.

**Meals Included:** *Breakfast and Dinner*

#### Day 5 Thursday, October 18

The group will depart Todos Santos after breakfast and transfer back to Cabo San Lucas where we will change pace and style. We will head to the elegant, beachfront, all inclusive RIU Palace hotel where you can spend the rest of the day on your own.

**Meals Included:** *Breakfast and Dinner*

#### Day 6 Friday, October 19

You may choose to relax on the beautifully groomed resort grounds and pamper yourself at the hotel pools, beach or SPA. Optional activities we can recommend are a boat ride to the famous Arch and to Lover's beach or a tour to a local glass factory where you can watch authentic pieces of art take shape right in front of your eyes. A stroll around the lively CSL Marina and sipping a refreshing drink at one of the many restaurants, as well as some shopping may also be a perfect way to spend the day. We will meet for dinner at one of the hotels restaurants and have a pre-flight briefing to review the following day's flight.

**Meals Included:** *All (at hotel)*



# AOPA Summit Magic of Baja Fly-In

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**Day 7 Saturday, October 20**

After breakfast we will check out and transfer to the CSL Airport and start our journey back to the U.S. We will have a refueling stop in Loreto and continue on to San Diego.

**Meals Included:** *Breakfast*

**2. NAVIGATION INFORMATION**

Our route will take us along the coast of the Baja Peninsula offering a spectacular view of miles of desert sharply contrasting with the intense blue ocean. Our port of entry will be San Felipe, door to the Sea of Cortes.

ROUTES

Palm Springs to San Felipe	202 NM
San Felipe to Loreto	348 NM
Loreto to Cabo San Lucas	198 NM
Cabo San Lucas to Loreto	198 NM
Loreto to San Diego	493 NM

**Total distance: 1,439 NM**

Charts required:	Mexican WAC charts HER-MXI, CHI-JUA, GUA-CUL (included) L1/L2 (included)
Reference Tool	Pilot Briefing Kit (included)

<u>Airports of landing</u>	<u>ICAO Identifier</u>	<u>IATA Identifier</u>	<u>Runway length</u>
Palm Springs	KPSP	PSP	10,000 FT
San Felipe	MMSF	SFC	4,921 FT
Loreto	MMLT	LTO	7,218 FT
Cabo San Lucas	MMSL	CSL	7,000 FT
San Diego	KSDM	SDM	7,972 FT

**3. PRICING**

**\$ 395 Airplane registration**  
**\$ 1,975 per person, double occupancy**  
*(Cost per additional person or for single occupancy available upon request)*

Prices are for double occupancy and include all applicable taxes and service charges. Rates are based on TWO (2) people sharing a room with a private bath or shower. If allowed by the accommodation supplier, additional persons may stay in the room, provided they pay applicable supplemental expenses for accommodations, meals, transportation and activities.

Items Included in price

- CST staff present at all airport arrivals and group activities
- Assistance in preparing and filing flight plans, immigration forms, customs forms, entry permit
- Pilot Briefing Kit with airport information
- Mexico VFR WAC charts
- Lodging in Mexico

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# AOPA Summit Magic of Baja Fly-In

## October 14, 2012 through October 20, 2012

### Departing from Palm Springs, California

- Meals in Mexico, as specified in itinerary
- Transportation between airport and hotel, as well as to and from all group activities
- All entrance fees, charter costs, guides and transfers for Group Activities specified in the itinerary
- Mexican entry permit for aircraft

#### Generally not included

- Tips (waiters, maid, service, bell boys, drivers, local tour operators)
- Room service
- Alcoholic beverages

#### Not included

- Customer's aircraft fuel, landing fees, ramp fees and related aircraft operating costs
- Telephone calls
- Souvenirs
- Additional gratuities, beverages or meals not specified in the itinerary
- Travel, medical or life insurance
- Optional excursions
- Any other items not specifically mentioned as included

#### **4. BOOKING & CANCELLATION POLICY**

Airplane registration fee and a 50% deposit of the balance of the trip cost are due at the time of booking to reserve your place on the trip. Full payment is due 30 days prior to the trip. Payments may be made by check or credit card. Cancellations for any reason are subject to the following:

- Cancellations that occur more than 30 days prior to the trip are fully refundable except for the Airplane Registration Fee.
- If cancellation occurs 21 to 30 days before the date of the trip, CST will retain 25% of the cost of the trip and the Airplane Registration Fee.
- If cancellation occurs 15 to 20 days prior to the date of the trip, CST will retain 50% of the cost of the trip and the Airplane Registration Fee.
- If cancellation occurs 7 to 14 days prior to the date of the trip, CST will retain 75% of the cost of the trip and the Airplane Registration Fee.
- Cancellation made 6 days or less prior to the date of the trip are non-refundable.

#### **5. MEDICAL INSURANCE**

CST **strongly recommends** that participants verify that their medical insurance covers them on their trip and if it does not, that they obtain sufficient and satisfactory insurance for the entire time of their trip.

#### **6. MODIFICATIONS, CANCELLATIONS OF TRIPS**

CST is not responsible for the loss of accommodations, meals and any other expenses already paid for by the client, or any additional costs for accommodations, meals or other expenses due to the client's inability to begin or complete the trip due to problems with the client's aircraft, client illness or any and all problems of any kind associated with the client. CST is not an agent of any of the third-party providers providing accommodations, meals or other services in furtherance of this trip.

CST reserves the right to make changes to the trip itinerary, shorten the trip, or cancel the trip altogether due to weather, strikes, civil unrest, government interference, airport closure, war or any cause that could make the trip illegal, inadvisable, unsafe or impossible. In addition, CST may shorten or modify a trip due to the failure of a provider or providers to provide accommodations or activities. **Any expenses related to these changes will be the sole responsibility of the client.** If a trip is shortened, or cancelled, by causes beyond CST's control (war, flood, civil unrest, force of nature, etc.), clients will be refunded whatever monies are refunded by suppliers of



# AOPA Summit Magic of Baja Fly-In

October 14, 2012 through October 20, 2012  
Departing from Palm Springs, California

accommodations, meals and activities, based upon each supplier's cancellation policies. If a trip is cancelled due to an insufficient number of participants, CST will refund the full deposit paid by each client.

CST has the right to remove a participant from the trip due to illness, illegal or incompatible behavior. If removed, the client will only be due a refund per CST's cancellation policy.

## **7. SIGN-UP PROCEDURE**

To sign-up for this trip, you must correctly complete and submit the appropriate forms and your deposit. Terms & Conditions Form and Waiver of Liability Form must be signed by legal guardian of participants under 18 years of age. The information requested on the forms is also required in order for us to aid you in preparing all of the necessary aviation, immigration and customs forms. Please fill out all forms legibly, using block letters. You must FAX the following completed and signed documents to our Toll Free FAX number 1-888-632-3196, or mail them to 6303 Blue Lagoon Drive, Suite 400, Miami FL 33126. You reservation will not be accepted until ALL documents have been properly completed and submitted and your deposit has been received, at which time a confirmation will be sent to you.

The following forms must be completed and submitted:

- Terms & Conditions Form
- Aircraft Information Form
- Crew & Passenger Information Form
- Payment Form
- Liability Waiver Form (**one for each participant**)

The following documents must be scanned and emailed (preferred) or FAXED for review and processing of entry permit:

- Aircraft Registration
- Aircraft Airworthiness Certificate
- Pilot's License
- Medical certificate
- Proof of aircraft insurance, specifically those pages that state coverage in Mexico, the dollar limits of coverage and the dates of policy coverage. To travel to Mexico, your aircraft insurance policy must clearly show coverage in Mexico and 3rd party liability coverage of at least US\$ 300,000.00. Call us if you have any questions regarding these requirements.

I have read, understand and agree to the Terms & Conditions of the trip herein contained and am signing on behalf of myself and my guests/family/passengers from whom I represent that I have been given authority to sign on their behalf.

**DATE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

"MAKO LEASING COMPANY I LLC DBA: CARIBBEAN SKY TOURS is registered with the State of Florida as a Seller of Travel. Registration No. ST36470."



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October 14, 2012 through October 20, 2012  
Departing from Palm Springs, California

## AIRCRAFT INFORMATION FORM

	Aircraft registration (tail) number		
	Name and address of owner		
eAPIS	Name, address and country of operator		
eAPIS	Telephone of operator		
eAPIS	Email of operator		
eAPIS	CBP Decal number		
		Name	Telephone
eAPIS	24 Hour emergency contact		
	Aircraft make & model		
	Aircraft color/trim		
	Aircraft designator (e.g. C182, PA28)		
<b><u>Characteristics</u></b>		<b><u>Survival Equipment</u></b>	
Equipment Designator (/U /A //G)		Number of life rafts aboard	
Aircraft home base		Capacity of life rafts (people)	
True Airspeed at cruise altitude ( <b>KTAS</b> )		Color of life rafts aboard	
Preferred cruising altitude ( <b>FT</b> )		Number of life jackets aboard	
Fuel on board ( <b>hours : minutes</b> )		Color of life jackets	
<b>(1)</b> Cruise range with Fuel on board ( <b>NM</b> )		Other survival equipment e.g.PLB's, flares etc.	
Maximum take-off gross weight ( <b>LBS</b> )			
Takeoff roll at sea level, 35°C at Max Take Off Gross Weight ( <b>FT</b> )			
Distance to clear 50ft obstacle at sea level 35°C Max Take Off Gross Weight ( <b>FT</b> )			

**(1)** Range assumes that you will still have 45 min. reserves left.

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**October 14, 2012 through October 20, 2012**  
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**Crew Information – complete one copy for EACH crew member**

If you have arranged for Caribbean Sky Tours to present your eAPIS submission, then you MUST provide ALL the information requested below. If Caribbean Sky Tours IS NOT submitting an eAPIS on your behalf, then it IS NOT necessary to complete those items denoted “eAPIS”.

**Crew information**

eAPIS	Crew member status (e.g. pilot, copilot)	
	Name (first, middle, last)	
	Gender	
	Country of citizenship	
eAPIS	City and state of birth	
	Country of birth	
	Country of residence	
	Date of birth	
	Passport number	
	Passport country of issuance	
	Passport date of issue	
	Passport date of expiration	
	Pilot license number	
	Permanent address	
	Pilot contact telephone number	
	Pilot contact telephone number (cell)	
	Pilot contact e-mail address	
eAPIS	Address in the USA prior to departure from the USA (not permanent address)	
eAPIS	Address in the USA upon arrival in the USA from abroad (not permanent address)	



**AOPA Summit Magic of Baja Fly-In**  
**October 14, 2012 through October 20, 2012**  
**Departing from Palm Springs, California**

**Passenger information - Complete one copy for EACH passenger**

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**Passenger information**

	Name (first, middle, last)	
eAPIS	Gender	
	Country of citizenship	
eAPIS	City and state of birth	
	Country of birth	
	Country of residence	
	Date of birth	
	Passport number	
	Passport country of issuance	
	Passport date of issue	
	Passport date of expiration	
	Permanent address	
	Passenger contact telephone number	
	Passenger cell phone number	
	Passenger contact e-mail address	
eAPIS	Address in the USA prior to departure from the USA (not permanent address)	
eAPIS	Address in the USA upon arrival in the USA from abroad (not permanent address)	





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## WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made on the below-stated date, by and between Mako Leasing Company I, LLC, d/b/a Caribbean Sky Tours, and including all of its subsidiaries, members, directors, officers, employees, agents, independent contractors, heirs, representatives, successors and assigns (herein referred to as "CST,") and the undersigned user or prospective user (jointly and severally referred to as the "User" or "I" or "me" or "my,") of some or all of the information and/or services provided by and/or arranged and/or suggested by CST, which information and services include, but are not limited to, its Vacation Planning Service, and Aeronautical Planning Service, Fully Escorted Trips, Travel Emergency Hotline and its *Pilot's Guide to Mexico* (hereinafter individually and collectively referred to as the "Services").

WHEREAS, I intend to utilize the Services of CST and to participate as a pilot, passenger or other participant in certain travel to Mexico, Central America, South America, the Bahamas and the Caribbean, arranged by and/or suggested to me, the User, by CST (hereinafter referred to as the "Travel"); and

WHEREAS, I understand that in participating in the Travel, I may be exposed to certain risks, including the risks of injury or death to the me and/or others, and/or damage or destruction of the my property and/or the property of others;

In consideration of the CST's providing me with the Services, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree that:

1. I understand and agree that travel to, from and within Mexico, Central America, South America, the Bahamas and the Caribbean and/or acting as a pilot, or being a passenger, in general aviation aircraft, will expose me to risks, both foreseen and unforeseen, which include the risks of injury or death to me and/or others, and/or damage or destruction to my property and/or the property of others. These risks include but are not limited to the risks of aircraft accidents, incidents and crashes, aircraft malfunctions, drowning, exposure, deep vein thrombosis, disease, parasites, molds, heatstroke, dehydration, insect bites, snake bites, stings, toxic plants and plants which cause allergic reactions, HIV/AIDS infection, dengue fever, malaria, cholera, typhoid fever, paratyphoid fever, polio, hepatitis, food poisoning, and other diseases and risks known or unknown.

2. I also understand that medical care and/or emergency response may be of a lower quality than that expected in the United States of America, or that even if the medical care and/or emergency response is of a similar quality, it may be difficult or impossible to receive medical care and/or emergency response in time for it to be effective to prevent my death, the death of others, my injury or the injury to others, the extent of my injury or the injury to others, or the damage of my property or the property of others.

3. With full knowledge and understanding of the foregoing, and with full understanding of the potential dangers and possible consequences of my use of the Services and the Travel, I hereby, of my own free will and without inducements, promises or statements, other than those contained in this Agreement, **EXPRESSLY ASSUME ALL RISKS OF ANY NATURE WHATSOEVER FOR ANY DEATH, INJURY OR OTHER DAMAGES** to myself, my property, and the person and the property of others, which may arise out of my involvement in the Travel, **I KNOW AND FULLY APPRECIATE THAT RELIANCE ON AND/OR USE OF THE SERVICES AND THE TRAVEL EXPOSE ME TO THE RISK OF PERSONAL INJURY AND EVEN DEATH. I FULLY APPRECIATE THE DANGERS AND VOLUNTARILY, EXPRESSLY, ASSUME THESE RISKS.**

4. For the valuable consideration stated in this Agreement, I do, for myself and for my heirs,  
[Toll Free TEL 1-866-420-9265](tel:1-866-420-9265) / [Toll Free FAX 1-888-632-3196](tel:1-888-632-3196) / [info@caribbeanskytours.com](mailto:info@caribbeanskytours.com)



## AOPA Summit Magic of Baja Fly-In

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representatives, assigns, successors, and administrators, **HEREBY EXPRESSLY RELEASE AND WAIVE ANY AND ALL CLAIMS** for negligence, gross negligence, and for any other cause of action whatsoever, which I may presently or hereafter have, against CST.

5. I agree never to institute any suit or action at law or otherwise against CST, or assist in the prosecution of any claim for damages or any cause of action which I may have by reason of injury to my person or any property, or my death, or injury, death or property damage of others, arising from my use or reliance on the Services. I further expressly agree that I will never raise any claim against CST for product liability, failure to warn, negligence, breach of warranty, breach of contract, or strict liability, regardless of whether my claims for damages or injuries are alleged to result from the fault or negligence of CST. I further agree that my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the Released Parties, nor shall they initiate or assist in the prosecution of any claim for damages or cause of action which I, my heirs, executors, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or any property, or my death, arising from my use or reliance on the Services, whether caused by the negligence and/or fault, either active or passive, of CST, or from any other cause. I hereby so instruct my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, that should any suit or action at law or otherwise be instituted in violation of this Agreement against CST, I agree that CST shall be entitled to recover, in addition to any other damages that may be incurred, reasonable attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

6. I hereby agree to defend, indemnify, save and hold harmless CST from any and all losses claims, actions or proceedings of every kind and character whatsoever, including but not limited to claims for compensation, consequential, punitive, and other damages, attorneys' fees and third parties, which may arise directly or indirectly as a result of my utilization of the Services and/or the Travel, whether resulting from the negligence, gross negligence, and/or fault, either active or passive, of CST, or from my own negligence, gross negligence and/or fault, either active or passive.

7. I certify that considering my lifestyle, the hazardous nature of general aviation, flying an aircraft to, from and within Mexico, Central and South America, the Bahamas and the Caribbean and the Travel in which I am about to engage, and the manner in which I am supporting my dependents, if any, I have made adequate provisions for my spouse, if any, my heirs, if any and all other persons dependent upon me so that in the event of my death or injury they will suffer no financial loss for which I have not made adequate provisions.

8. I understand and agree that this Agreement is a legally binding contract. I have executed this Release of Liability and Waiver of my own free will. I further agree that should any court determine that any clause or provision of this contract is illegal or otherwise unenforceable, such determination shall not affect the validity and enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

9. I understand and agree that this Agreement applies to all phases of my involvement in the use of the Services and my participation in the Travel, and I agree that **THIS DOCUMENT SHALL BE BROADLY CONSTRUED IN FAVOR OF CST AND AGAINST ME** and that any and all ambiguities shall be resolved in favor of any and all of CST.

10. I hereby agree and acknowledge that all of the terms and conditions of this Agreement and Waiver shall continue in full force and effect now and in the future at all times during which I utilize the Services or participate in the Travel and shall be binding upon my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf.

11. The procedural and substantive law of the State of Florida shall apply to any and all issues  
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## **October 14, 2012 through October 20, 2012**

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involving the construction, interpretation and validity of this Agreement, and Florida procedural and substantive law shall govern any dispute between the parties hereto arising from the activities covered by this Agreement. Any and all provisions of this Agreement to the contrary notwithstanding, if suit is brought against CST," I hereby explicitly waive my right to a jury trial and agree that the state courts of Miami-Dade County, Florida shall be the sole venue for any suitor action arising from the activities covered by this Agreement.

12. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter herein addressed, and all prior understandings and agreements, whether written or oral, between the parties hereto relating to the subject matter of this Agreement are merged in this Agreement or superseded hereby; provided further, however, that if I have executed, or in the future execute any other agreement or agreements containing provisions relating to the Travel, I agree that the agreement which provides the most protection from liability and/or suit to CST shall be deemed to be controlling. This Agreement shall not be amended, modified, or altered without the express, written, consent of all of the parties hereto.

**I HAVE CAREFULLY READ THIS ENTIRE WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE ("AGREEMENT") AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS DOCUMENT, I AM ENTERING INTO A BINDING CONTRACT, AND I AM THEREBY GIVING UP IMPORTANT LEGAL RIGHTS, AND IT IS MY INTENTION TO DO SO. I AM FURTHER AWARE THAT I SHOULD SEEK COMPETENT LEGAL COUNSEL PRIOR TO SIGNING THIS DOCUMENT, AND BY MY SIGNATURE BELOW, IN ADDITION TO AGREEING TO ALL OF THE TERMS, CONDITIONS AND COVENANTS CONTAINED IN THIS DOCUMENT, I HAVE EITHER CONSULTED COMPETENT LEGAL COUNSEL, OR HAVE VOLUNTARILY CHOSEN NOT TO DO SO.**

**WITNESS MY HAND AND SEAL**

**DATE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

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